

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.W. Hulme Company, LLC		11/26/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	JWH Acquisition Company		
Street Address:	6740 Shady Oak Road		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5100945	H	
Registration Number:	4605939	J.W. HULME	
Registration Number:	4085320	SPORTING ORIGINALS	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6127667000		
Email:	trademark@faegrebd.com		
Correspondent Name:	Stephanie Gumm/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	Suite 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	452678.65		
NAME OF SUBMITTER:	Sarah M. House		
SIGNATURE:	/Sarah M House/		
DATE SIGNED:	12/23/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Trademark Assignment*”) is made and entered into as of November 26, 2019 by and between J.W. Hulme Company, LLC, a limited liability company under the laws of Minnesota, with a principal address of 678 West 7th Street, Saint Paul, Minnesota 55102, U.S.A. (“*Assignor*”), and JWH Acquisition Company, a corporation under the laws of Minnesota, with a principal address of 6740 Shady Oak Road, Eden Prairie, Minnesota 55344, U.S.A. (“*Assignee*”), pursuant to that certain Asset Purchase Agreement by and among Assignee and Assignor and other parties thereto, dated as of the date hereof (the “*Asset Purchase Agreement*”), whereby Assignee is the purchaser of certain assets of Assignor.

WHEREAS, Assignor is the owner of the trademark applications and registrations set forth on the accompanying Appendix A (the “*Marks*”);

WHEREAS, Assignee is desirous of acquiring said Marks and all title and rights thereunder, together with the goodwill of the business with which the Marks are used and which is symbolized by the Marks; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is to convey, transfer and assign to Assignee, the Marks, together with the goodwill of the business with which the Marks are used and which is symbolized by the Marks.

NOW, THEREFORE, for \$10.00 USD (ten dollars) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein and in the Asset Purchase Agreement, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, free and clear of all liens and encumbrances, all of Assignor’s right, title, and interest in and to the Marks, including any applications to register the Marks, together with the goodwill of the business symbolized by the Marks, all common law rights related to the Marks, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof (collectively, the “*Assigned Trademark Rights*”).
2. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon the request of Assignee. From time to time at Assignee’s reasonable request, Assignor shall cooperate with the execution of any documents, files, registrations, or other similar items to obtain the full benefits of this Trademark Assignment.
3. Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of New York without regard to such State’s conflicts-of-laws rules.

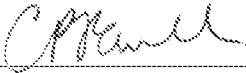
6. Amendment and Modification. This Trademark Assignment may be amended, modified, or supplemented only by written agreement of Assignee and Assignor.

7. Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement and all other documents executed in connection with the consummation of the transactions contemplated herein, embody the entire agreement and understanding of the parties in respect of the Assigned Trademark Rights and related transactions, and supersedes all prior agreements and understandings with respect to that subject matter.

[REMAINDER OF PAGE IS BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor: J.W. Hulme Company, LLC

By: 

Name: Claire Powell

Title: Chief Executive Officer

Date: Nov 26 2019

AGREED TO AND ACCEPTED:

Assignee: JWH Acquisition Company

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor: J.W. Hulme Company, LLC

By: _____


Name: _____

Title: _____

Date: _____

AGREED TO AND ACCEPTED:

Assignee: JWH Acquisition Company

By:  _____

Name: Timothy Peterman


Title: Chief Executive Officer

Date: 11/26/2019

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006824 FRAME: 0170

APPENDIX A
Trademark Applications and Registrations

Trademark	Image	Country	Application No.	Filing Date	Registration No.	Registration Date
H & Design		U.S.	86509191	21-Jan-2015	5100945	13-Dec-2016
J.W. HULME		Argentina	3399389	07-Apr-2015	2783945	05-Feb-2016
J.W. HULME		Australia	1252596	20-Jan-2015	1252596	20-Jan-2015
J.W. HULME		Brazil	909187185	31-Mar-2015	909187185	26-Sep-2017
J.W. HULME		Canada	1587435	24-Jul-2012	TMA927000	25-Jan-2016
J.W. HULME		China	1138557	20-Jul-2012	1138557	20-Jul-2012
J.W. HULME		Colombia	1252596	20-Jan-2015	1252596	20-Jan-2015
J.W. HULME		European Union (Community)	1138557	20-Jul-2012	1138557	20-Jul-2012
J.W. HULME		Hong Kong	302323737	23-Jul-2012	302323737	18-Feb-2013
J.W. HULME		India	1252596	20-Jan-2015	1252596	27-Oct-2017
J.W. HULME		Int'l Registration	1252596	20-Jan-2015	1252596	20-Jan-2015
J.W. HULME		Int'l Registration	1138557	20-Jul-2012	1138557	20-Jul-2012
J.W. HULME		Israel	1252596	20-Jan-2015	1252596	20-Jan-2015
J.W. HULME		Japan	1138557	20-Jul-2012	1138557	20-Jul-2012
J.W. HULME		Korea, Republic of	1252596	20-Jan-2015	1252596	20-Jan-2015
J.W. HULME		Kuwait	162466	26-Jan-2015	143005	03-Nov-2016
J.W. HULME		Malaysia	2015050926	26-Jan-2015	2015050926	02-May-2017

Trademark	Image	Country	Application No.	Filing Date	Registration No.	Registration Date
J.W. HULME		Mexico	1252596	20-Jan-2015	1745414	20-Apr-2017
J.W. HULME		New Zealand	1252596	20-Jan-2015	1252596	20-Jan-2015
J.W. HULME		Norway	1252596	20-Jan-2015	1252596	20-Jan-2015
J.W. HULME		Philippines	1252596	20-Jan-2015	1252596	20-Jan-2015
J.W. HULME		Saudi Arabia	1436016915	26-May-2015	1436016915	30-Sep-2015
J.W. HULME		Singapore	1252596	20-Jan-2015	1252596	20-Jan-2015
J.W. HULME		South Africa	201508113	26-Mar-2015	201508113	28-Sep-2017
J.W. HULME		Switzerland	1252596	20-Jan-2015	1252596	09-Jun-2016
J.W. HULME		Taiwan	104004296	23-Jan-2015	1733344	16-Oct-2015
J.W. HULME		Thailand	979890	26-Mar-2015	171105363	28-Mar-2015
J.W. HULME		U.S.	85597619	13-Apr-2012	4605939	16-Sep-2014
J.W. HULME		United Arab Emirates	233702	24-May-2015	233702	09-Nov-2015
J.W. HULME		Vietnam	4201507676	03-Apr-2015	272849	02-Dec-2016
J.W. HULME CO. SINCE 1906 & Design (1)		Indonesia	D002015007227	24-Feb-2015		
SPORTING ORIGINALS		U.S.	85084674	14-Jul-2010	4085320	10-Jan-2012